REMARKS

Applicants have studied the Non-Final Office Action dated October 17, 2008 and have amended claims amendments to the claims 1-10, 12, and 14-15. Claims 18 and 19 have been added. No new matter has been added. Claims 1-10, 12, and 14-19 are pending in the application. Reconsideration and allowance of the pending claims in view of the following remarks are respectfully requested. Applicants submit that the application is in condition for allowance. In the Office Action, the Examiner:

- rejected claims 1-10 and 14-17 under U.S.C. § 103(a) as being unpatentable over Douglas et al. (U.S. Patent No. 6,039,688) in view of Applicants' admitted prior art; and
- rejected claim 12 under U.S.C. § 103(a) as being unpatentable over Douglas et al. (U.S. Patent No. 6,039,688) in view of Applicants' admitted prior art and in further view of Ballantyne et al. (U.S. Patent No. 5,867,821).

Telephonic Interview

(A) Applicants would like to thank Examiner Cobanoglu for the telephonic interview held January 21, 2009. The participants of the telephonic interview were Examiner Cobanoglu and attorneys Jon Gibbons and Tom Grzesik. The Douglas reference (U.S. Patent No. 6,039,688) was discussed during this conference with respect to independent claim 1. Also discussed were the terms an "insurance provider", "Momentum Health" or "MH", "MH U/W Ops" where "U/W' is an abbreviation for "underwrite", "Discovery", and Scheme" and how all these terms have been used interchangeably in the Specification as originally filed to mean "insurance provider". The participants further discussed support for various claim elements. Independent claim 1 and the new guidelines for 35 U.S.C. §101 requirements were also discussed. No agreement was made with respect to the claims.

Claim Element Support

(B) During the telephonic interview held on January 21, 2009 with Examiner Cobanoglu and attorneys Jon Gibbons and Tom Grzesik, the Examiner suggested that the Applicants show support for "allocating, by the insurance provider in response to the monitoring, a credit value to each member according to their use of the at least one of a plurality of health-related facilities and a plurality of health-related services; and allocating, by the insurance provider, rewards to members who accumulate credit values exceeding predetermined values". In other words, the Examiner suggested that support be shown for the insurance provider allocating the credit value and rewards to the members. The following chart shows where support can be found in the Pre-Grant Publication No. 2002/0111827 for the listed claim elements.

CLAIM ELEMENT IN QUESTION	SUPPORT IN APPLICATION AS PUBLISHED
allocating, by the insurance provider in response to the monitoring, a credit value to each member according to their use of the at least one of a plurality of health-related facilities and a plurality of health-related services; and	Abstract; FIGs. 1 and 3-12; and paragraphs 0006], [0008], [0012], [0016], [0017], [0022], [0023], [0025]-[0028], [0031], [0036], [0054]-[0057], [0062], [0072], [0082], [0114], and [0121], and [0128].
allocating, by the insurance provider, rewards to members who accumulate credit values exceeding predetermined values	Abstract; FIGs. 1 and 3-12; and paragraphs 0006], [0008], [0012], [0016], [0017], [0022], [0023], [0025]-[0028], [0031], [0036], [0054]-[0057], [0062], [0072], [0082], [0114], and [0121], and [0128].

With respect to the term "the insurance provider", the Specification utilizes the following terms to indicate an "insurance provider": "Momentum Health" or "MH", "MH U/W Ops" where "U/W' is an abbreviation for "underwrite", "Discovery", and Scheme".

FIGs. 1, 3, and 6-11 show support for "Momentum Health" or "MH" as an insurance provider. For example, FIG. 1 shows that Momentum Health receives application for membership from an employer for its employees and that Momentum Health underwrites the application. This indicates that Momentum Health is an insurance provider. FIG. 1 shows support for "MH U/W Ops" and how Momentum Health underwrites an application for membership. FIG. 10 clearly shows that Momentum Health allocates Vitality points based on a member's usage of health related facilities and/or services (See "MH Systems Dept." column).

Also, FIGs. 1, 3-12 show support for "Vitality", which, in one embodiment, is a program that offers positive incentives to members to adopt a healthy lifestyle and to make use of preventative procedures and pretreatment medical advice facilities. A number of health-related facilities and/or services (such as membership of health clubs, gymnasiums or fitness programs) under this program are offered to the medical scheme members, and the members are allocated points for using these facilities. Members are also allocated points for using predetermined preventive medical procedures and medical advice services. Rewards are allocated to members based on their points accrued, and the reward may include a payback of premium payments.

FIGs. 1, 3, and 6-10 show that Momentum Health manages the Vitality program. For example, FIG. 10 shows that Momentum Health monitors a member's usage of health related facilities and/or services (See "MH Systems Dept." column) of the Vitality program and allocates points based thereon.

With respect to the term "Discovery", FIGs. 3, 4, and 10 and paragraphs [0057, [0072], [0082], [0114], and [0121] show support for "Discovery" as an insurance provider. For example, paragraph [0057] shows that Discovery provides medical aid and paragraph [0081] shows that Discovery provides Managed Benefits (i.e. Hospital, Insured Procedures and Chronic Illness Benefits), i.e., Discovery is an insurance provider. Paragraph [0072] states "Discovery Vitality member", which indicates that Discovery manages the Vitality program.

With respect to the term "scheme", FIGs. 2 and 11-12; Abstract; and paragraphs [0006], [0008], [0012], [0016], [0017], [0022], [0023], [0025]-[0028], [0031], [0036], [0054]-[0057], [0062], and [0128] show support for "scheme" and its indication of an insurance provider. For example, paragraph [0017] states "…A medical scheme according to this definition will be understood by those skilled in the art as being equivalent to a traditional indemnity health insurance plan." At least paragraphs [0025] and [0026] show that the insurance provider can allocate points to members based on their usage of health related facilities/services and award these members based on the points. For example, paragraphs [0025] and [0026] recite:

> [0025] The method of the invention aims to provide incentives for medical scheme members to minimize medical expenses both by responsible use of the benefits of the scheme, and also by offering positive incentives to members to adopt a healthy lifestyle and to make use of preventative procedures and pre-treatment medical advice facilities.
>
> [0026] The operation of the invention is illustrated graphically in the flowcharts of FIGS. 1 to 12. FIG. 1 shows the procedure followed by a new employer joining a medical scheme (i.e. traditional indemnity health insurance plan) that utilizes the present invention. (In the specification, reference is made to the "Vitality" program of the applicant. It should be appreciated that the described scheme may not correspond exactly to medical schemes operated by the applicant from time to time.)

As can be seen, paragraph [0026] states that the medical scheme utilizes the present invention. Paragraph [0025] states that part of the invention is to "provide incentives for medical scheme members to minimize medical expenses both by responsible use of the benefits of the scheme, and also by offering positive incentives to members to adopt a healthy lifestyle and to make use of preventative procedures and pre-treatment medical advice facilities". The Abstract also states that part of the invention is that "Members are also allocated points for using predetermined preventive medical procedures and medical advice services. Rewards are allocated to members based on their points accrued, and the reward may include a payback of premium payments."

Accordingly, the Specification includes support for the claim language of "allocating, by the insurance provider in response to the monitoring, a credit value to each member according to their use of the at least one of a plurality of health-related facilities and a plurality of health-related services; and allocating, by the insurance provider, rewards to members who accumulate credit values exceeding predetermined values".

(C) The Examiner also suggested during the telephonic interview that language be added to independent claim 1 to overcome any potential 35 U.S.C. §101 rejection. Applicants have amended claim 1 to more clearly recite:

> loading member application forms in a computer system managed by an insurance provider, wherein a default setting associated with the medical insurance plan is for all members to be opted-in to receive rewards based on accumulated credit values exceeding predetermined values;
>
> receiving, at the computer system managed by the insurance provider, one of a premium payment and a contribution payment from members of the medical insurance plan, wherein the insurance provider undertakes liability in the medical insurance plan in response to receiving one of the premium payment and the contribution payment;
>
> providing at least one of
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> relevant health services and
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> assistance in defraying expenses incurred in connection with
>
> rendering such relevant health services,
>
> by the computer system managed by the insurance provider to members who pay at least one of the premium payment and the contribution payment,
>
> defining, by the computer system managed by the insurance provider, at least one of a plurality of health-related facilities and a plurality of health-related services to be associated with the medical insurance plan;
>
> offering, by the computer system managed by the insurance provider, the at least one of a plurality of health-related facilities and a plurality of health-related services to members of the medical insurance plan;
>
> monitoring, by the computer system managed by the insurance provider, usage of the at least one of a plurality of health-related facilities and a plurality of health-related services by each member;
>
> allocating, by the computer system managed by the insurance provider in response to the monitoring, a credit value to each member according to their use of the at least one of a plurality of health-related facilities and a plurality of health-related services; and

allocating, by the computer system managed by the insurance provider, rewards to members who accumulate credit values exceeding predetermined values.

As can be seen, Applicants have added "loading member application forms in a computer system managed by an insurance provider, wherein a default setting associated with the medical insurance plan is for all members to be opted-in to receive rewards based on accumulated credit values exceeding predetermined values;" and the underlined portions of "by the computer system managed by the insurance provider" to claim 1. Support for these amendments can be found in the Pre-Grant Publication No. 2002/0111827 at, for example, FIG. 1 (under the "MH U/W Ops." column), FIG. 3 (under the "MH Systems Dept." column), FIG. 7 (under the "Momentum Health Systems Dept" column) and FIG. 10 (under the "MH Systems Dept." column). Each of these figures show that data is downloaded to a system, which indicates a computer system.

1.132 Affidavit

(D) Reconsideration of the rejection of claims 1-10, and 14-17 under 35 U.S.C. §103(a) as being unpatentable over Douglas et al. (U.S. Patent No. 6,039,688) in view of Applicant's admitted prior art and claim 12 under U.S.C. § 103(a) as being unpatentable over Douglas et al. (U.S. Patent No. 6,039,688) in view of Applicant's admitted prior art and in further view of Ballantyne et al. (U.S. Patent No. 5,867,821), is respectfully requested for the following reasons.

On page 5 of the October 17, 2008 Office Action, the Examiner concluded that "it would have been obvious to one of ordinary skill in the art at the time of the invention to include the aforementioned limitation as disclosed by Applicant's admitted prior art, which is the definition of the medical plan, with motivation of providing clarification of the benefits of insurance."

It appears, from the statements made by the Examiner as shown above, that the Examiner is asserting a factual basis for the obviousness rejection, which is the Examiner's personal knowledge of this technical field as one of ordinary skill in the art.

This factual finding by the Examiner as one of ordinary skill in the art, and not from any of the cited references, necessitates that the Applicants present into the record evidence of non-obviousness by way of a 132 Declaration and associated UBS Investment Research. The attached 132 Declaration and associated UBS Investment Research are submitted in response to the Examiner's factual finding in the October 17, 2009 Office Action, on page 5. The Applicants respectfully request that the Examiner enter the 132 Declaration and associated UBS Investment Research, into the record for this application.

Specifically, Michael Christelis is an analyst for UBS South Africa, which is independent from the assignee of the present invention (Discovery Holdings Limited). Michael Christelis is the author of the UBS Investment Research. A copy of the UBS Investment Research is attached. On page 12 of the UBS Investment Research, Michael Christelis describes "*Key Advantage: Vitality. Can it be copied?"* In this section, Michael Christelis enumerates three reasons for the commercial success of the claim invention (The Vitality System) with bullet points entitled "*Innovations, 'Opt-out' rather than 'opt in' and Integration*." This corresponds to the language recited in independent claim 1 and dependent claim 19 of <u>wherein a default setting associated with the medical insurance plan is for all members to be opted-in to receive rewards based on accumulated credit values exceeding predetermined values.</u> This is the "opt in" innovation cited in the UBS Investment Research report. Also independent claim 1 and 18 recites <u>a computer system managed by an insurance provider.</u> The insurance provider provides this integration. These are the reasons for the market success of the claimed invention (The Vitality System) as reported by UBS South Africa.

Therefore, it was not obvious for the person of ordinary skill in the art to arrive at the language of independent claims 1 and 18.

Rejection Under U.S.C. § 103

(E) As noted above, the Examiner rejected claims 1-10 and 14-17 under U.S.C. § 103(a) as being unpatentable over Douglas et al. (U.S. Patent No. 6,039,688) in view of Applicant's admitted prior art.

Douglas is directed towards a therapeutic behavior modification program that is computer based. Douglas teaches that a physician prescribes parameters and goals for a patient to achieve while participating in the modification program. A user (e.g., a patient) accesses the modification program via an electronic interface. The interface allows a user to participate with an interactive "village" and to enter data pertaining to the user's adherence to the program's parameters. A physician or case manager is able to track a user based on the information entered by the user via the interface. Douglass further teaches that a physician or case manager can modify a user's program as the user progresses through the program. A health payor in Douglas is only able to access the system to view compliance information and comparative cost information. Douglas does not teach that the health payor can do anything more than review compliance information and comparative cost information.

As can be seen, Douglas teaches that a physician creates a program for an individual to follow, whereas an insurance provider in the presently claimed invention has control over health related facilities and/or services and the rewards that are offered to individuals for participating in the health related facilities and/or services. Allowing an insurance provider to have control over these aspects as compared to a physical creating a program for an individual is advantageous because the insurance provider can tailor its offerings to suit its business goals and members. For example, the insurance provider knows what its members are submitting claims for and, by

defining the facilities and services, the insurance provider is able to monitor the effect that their facility/service defining strategy is having on member claims. Therefore, the insurance provider is able to tailor the facility/services offered to its members to achieve maximum member claim reduction. Also allowing the insurance provider to tailor rewards offered to its members, the insurance provider is able to allocate specific rewards that will attract members likely to have lower number of claims.

(F) The Examiner states that Douglas teaches:

> defining, by the insurance provider, at least one of a plurality of health-related facilities and a plurality of health-related services to be associated with the medical insurance plan (Douglas; col. 2, lines 9-22, col. 5, lines 28-34, col. 6, lines 7-13, 40-48);
>
> offering, by the insurance provider, the at least one of a plurality of health-related facilities and a plurality of health-related services to members of the medical insurance plan (Douglas; Douglas; col. 2, lines 9-22, col. 5, lines 28-34, col. 6, lines 7-13, 40- 48);

However, col. 2, lines 9-22, col. 5, lines 28-34, col. 6, lines 7-13, 40-48 of Douglas are completely silent on these claim elements. In the Response to Arguments section the Examiner states that:

> Douglas teaches "...an integrated, computer-implemented, electronically deliverable patient therapeutic behavior modification program, compliance, **monitoring, and feedback system** which supports the design of customized therapeutic behavior and lifestyle modification programs for **subscribers;** accepts the input of current health data for these patients; enables the review of these health records by a physician; **enables the performance of aggregate reviews of such records by health plan payors, such as HMOs, insurance companies,** and large self-insured employers; and **motivates the patient to comply with the program** and make the necessary lifestyle changes through an integrated system of interactive graphical interfaces."
>
> In col. 2, lines 9-22. "Referring to FIG. 1, in a presently preferred embodiment of the invention, the patient 10, physician 12, case advisor 14, and **health plan payor 16 (such as an HMO, insurance company or self-insured employer), all provide input to and/or receive output from the therapeutic behavior modification program's compliance monitoring and feedback system.** The

case advisor may be a doctor, nurse, and/or other trained medical professional experienced in case management protocols and practices. Patients electronically interact with the system, the case advisor and their doctor through the system interface 18. The behavior modification program is customized to fit the health care and recovery needs of individual patients. The system provides at least two separate benefits: it helps the patient comply with the program through an electronically-implemented support mechanism; and further assists in monitoring such compliance" in col. 5, lines 28-44.

Also, in col. "19, lines 49-57, Douglas teaches "The user interface for the health plan payor is similar to the user interface used by a physician/case advisor. When the health plan payor signs onto the system, a main menu screen with a list of options available is provided, as shown in FIG. 49. From here, the payor may choose to view overall compliance status 350, perform case management review 352, perform an utilization review 356, review outcomes 354, or communicate 358, each of which options is described in further detail below." The payor is monitoring the therapeutic behavior modification program.

Applicants respectfully suggest that the Examiner is improperly broadening the scope of Douglas. For example, Douglas only teaches that a health payor is only able to access the system to view compliance information and comparative cost information. See Douglas at col. 19, lines 26-67 to col. 20, lines 1-18. These sections of Douglas clearly show that the health payor does not define and offer health related facilities/services to a member, but merely reviews compliance and comparative cost information. Accordingly, the presently claimed invention distinguishes overt Douglas for at least these reasons.

(G) The Examiner also states that Douglas teaches:

> allocating, by the insurance provider in response to the monitoring, a credit value to each member according to their use of the at least one of a plurality of health-related facilities and a plurality of health-related services (Douglas; col. 5, lines 28-34, col. 14, lines 38-42); and
>
> allocating, by the insurance provider, rewards to members who accumulate credit values exceeding predetermined values (Douglas; col. 14, lines 42-47).

However, col. 5, lines 28-34 of Douglas merely state that a health payor and other entities such as a physician can provide input into the system. As discussed above, col. 19, lines 26-67 to col. 20, lines 1-18 explicitly teaches how the health payor interacts with the system, which does

not include allocated credit vales to members based on health related facility/service usage or allocating a reward(s) to the member based on the credit values. Col. 14, lines 38-42 of Douglas merely state that a user can earn points, but these points are awarded by the behavior modification program and not by the insurance provider. Col. 14, lines 42-47 of Douglas merely state that the user can be given rewards, but these rewards are given by the behavior modification program and not by the insurance provider. Also, nowhere does Douglas teach that the rewards are allocated to members who accumulate credit values exceeding predetermined values. Douglas does not require the rewards to be allocated only when the accumulated credit value exceed a predetermined value(s). Accordingly, the presently claimed invention distinguishes overt Douglas for at least these reasons as well.

Claims 2-10 and 14-17 depend from claim 1, and since dependent claims recite all of the limitations of their independent claim, claims 2-10, 12, and 14-17, also recite in allowable form. However, additional arguments are given below with respect to claims 7-10 and 16-17.

(H) With respect to claim 7, the Examiner states that Douglas teaches:

> wherein a reward allocated to a member is at least one of linked to number of annual claims associated with the member and whether or not the member has been hospitalized, in a predetermined period of time (Douglas; col. 14, lines 38- 42 and col. 17, line 64 to col. 18, line 5, col. 20, lines 38-47).
>
> .

The Examiner goes on to state in the Response to Arguments section that:

> [...]
> Users may earn points by good participation in the program and by reaching certain milestones." (in col. 14, lines 38-47), and "Referring back to FIG. 49, another option provided by the main menu 348 is a review outcomes 354 option, which provides a screen like the one shown in FIG. 55 with information as to the various patient outcomes, based on various predetermined categories. For instance, information as to the percent of compliant subscribers who had an emergency room ("ER") visit 420 is shown." (in col. 20, lines 38-47)

This aspect of Douglas merely allows the health payor to view how well the behavior modification program is working. In other words, the health-payor can compare the number of

ER visits made by participants in the behavior modification program against the number of ER visits made by non-participants. This allows the health payor to determine if the behavior modification program is worthwhile. In no way does this suggest "a reward allocated to a member is at least one of linked to number of annual claims associated with the member and whether or not the member has been hospitalized, in a predetermined period of time." Accordingly, the presently claimed invention distinguishes over Douglas for at least these reasons as well.

(I) With respect to claim 8, the Examiner that Douglas teaches:

> wherein the reward allocated to the member includes at least one of the group consisting of: prizes allocated on a basis of a draw, a magnitude of a member's credit value being related to a chance of winning the draw, access to at least one of health-related facilities and health-related services for family members, decreased premium payments according to a predetermined plan, and increased benefit payments according to a predetermined plan (Douglas; col. 5, lines 52-59).

The Examiner goes on to state in the Response to Arguments Section that:

> the claim recites "at least one of the group", and Douglas teaches access to at least one of health-related facilities and health-related services for family members (reads as The wellness group may further include family members of the clinical group who may need group support and/or counseling in dealing with the family member's chronic illness.) (Douglas; col. 5, lines 52-59)

Col. 5, lines 52-59 of Douglas merely states:

> Individuals who simply want to maintain their health and prevent or reduce the risk of such ailments (the "wellness group") can also benefit from the program. For these individuals, the program may be focused on stress management, diet, and exercise. The wellness group may further include family members of the clinical group who may need group support and/or counseling in dealing with the family member's chronic illness.

Nowhere does col. 5, line 52-59 state that as a reward, which is allocated to members who accumulate credit values exceeding predetermined values, access is given to at least one of

health-related facilities and health-related services for family members. Douglas is merely stating that family may be able to participate as part of the wellness program. Nowhere does Douglas state that this is part of a reward for the user participating in the program. Accordingly, the presently claimed invention distinguishes over Douglas for at least these reasons as well.

(J) With respect to claim 10, the Examiner states that Douglas teaches:

> wherein the reward allocated is forfeited by the member if they are not still a member of the medical insurance plan after the predetermined period has passed or after the member has attained such predetermined age (Douglas et al.; col. 14, lines 38-47).

Col, 14, lines 38-47 is **completely silent on forfeiting any allocated rewards**. Accordingly, the presently claimed invention distinguishes over Douglas for at least these reasons as well.

For the foregoing reasons Applicants submit that claims 1-10 and 14-17 distinguish over Douglas and the Admitted prior art either alone and/or in combination with each other. Therefore, Applicants respectfully submit that the rejection of claims 1-10 and 14-17 has been overcome and should be withdrawn.

Rejection Under 35 U.S.C. 103

(K) As noted above, the Examiner rejected claim 12 under U.S.C. § 103(a) as being unpatentable over Douglas et al. (U.S. Patent No. 6,039,688) in view of Applicants admitted prior art, and in further view of Ballantyne et al. (U.S. Patent No. 5,867,821). The Examiner correctly states o page 9 of the present Office Action that Douglas does not "expressly teach the vaccination information". However, the Examiner goes on to combine Douglas with Ballantyne to overcome the deficiencies of Douglas. The remarks and arguments given above with respect to claim 1 are also applicable here and will not be repeated. Claim 12 depends from claim 1 and Douglas individually and/or in combination with Ballantyne does not teach or suggest:

loading member application forms in a computer system managed by an insurance provider, wherein a default setting associated with the medical insurance plan is for all members to be opted-in to receive rewards based on accumulated credit values exceeding predetermined values;

receiving, at the computer system managed by the insurance provider, one of a premium payment and a contribution payment from members of the medical insurance plan, wherein the insurance provider undertakes liability in the medical insurance plan in response to receiving one of the premium payment and the contribution payment;

providing at least one of

relevant health services and

assistance in defraying expenses incurred in connection with

rendering such relevant health services,

by the computer system managed by the insurance provider to members who pay at least one of the premium[[s]] payment and the contribution payment,

defining, by the computer system managed by the insurance provider, at least one of a plurality of health-related facilities and a plurality of health-related services to be associated with the medical insurance plan;

offering, by the computer system managed by the insurance provider, the at least one of a plurality of health-related facilities and a plurality of health-related services to members of the medical insurance plan;

monitoring, by the computer system managed by the insurance provider, usage of the at least one of a plurality of health-related facilities and a plurality of health-related services by each member;

allocating, by the computer system managed by the insurance provider in response to the monitoring, a credit value to each member according to their use of the at least one of a plurality of health-related facilities and a plurality of health-related services; and

allocating, by the computer system managed by the insurance provider, rewards to members who accumulate credit values exceeding predetermined values.

Accordingly, the presently claimed invention distinguishes over Douglas, the Admitted Prior Art, and Ballantyne either alone and/or in combination with each other. Therefore, Applicants respectfully suggest that the rejection of claim 12 under U.S.C. § 103(a) has been overcome and should be withdrawn.

Newly added independent claim 18, recites the identical limitations to claim 1 with the exception

of

> wherein a default setting associated with the medical insurance plan is for all members to be opted-in to receive rewards based on accumulated credit values exceeding predetermined values;

Newly added dependent claim 19, which depends on independent claim 18, recites

> wherein a default setting associated with the medical insurance plan is for all members to be opted-in to receive rewards based on accumulated credit values exceeding predetermined values;

The Applicants submit that independent claim 18 and dependent claim 19 distinguish over Douglas, the Admitted Prior Art, and Ballantyne either alone and/or in combination with each other and should be allowable as well.

CONCLUSION

Applicants acknowledge the continuing duty of candor and good faith to disclosure of information known to be material to the examination of this application. In accordance with 37 CFR § 1.56, all such information is dutifully made of record. The foreseeable equivalents of any territory surrendered by amendment is limited to the territory taught by the information of record. No other territory afforded by the doctrine of equivalents is knowingly surrendered and everything else is unforeseeable at the time of this amendment by Applicants and their attorneys.

If the Examiner believes that there are any informalities that can be corrected by Examiner's amendment, or that in any way it would help expedite the prosecution of the patent application, a telephone call to the undersigned at (305) 305-830-2600 is respectfully solicited.

The Commissioner is hereby authorized to charge any fees that may be required or credit any overpayment to Deposit Account 500601 (Docket No.: 7802-A07-003).

Applicants respectfully submit that all of the grounds for rejection stated in the Examiner's Office Action have been overcome, and that all claims in the application are allowable. No Previously Presented matter has been added. It is believed that the application is now in condition for allowance, which allowance is respectfully requested.

PLEASE CALL the undersigned if that would expedite the prosecution of this application.

Respectfully Submitted,

Date: February 17, 2009

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